

Exhibit 1
Erlinda Abibas Aniel Declaration

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In Re:
RESIDENTIAL CAPITAL, LLC, et al.
Debtors.

Case No. 12-12020-MG

Chapter 11

Jointly Administered

**DECLARATION OF ERLINDA ABIBAS ANIEL IN SUPPORT FOR
CLAIMANT'S OPPOSITION AND RESPONSE TO THE RESCAP
LIQUIDATING TRUST'S AND RESCAP BORROWER CLAIMS TRUST'S
OBJECTION CLAIM NOS. 112, 114, 416, AND 417 FILED BY ERLINDA
ABIBAS ANIEL, FERMIN SOLIS ANIEL, AND MARC JASON ANIEL**

I, Erlinda Abibas Aniel, declare:

1. That I am the Claimant in the above-referenced matter and I have personal knowledge of the facts contained on this declaration and I am willing and competent to testify to their truth if called as a witness.
2. That I am one of the owners of the property located at 75 Tobin Clark Drive., Hillsborough, CA 94010, which is a single-family residence.
3. That I have owned this property since June 5, 2005.
4. On or around September 2009, after learning that HSBC Bank as Trustee for DALT2007-OA5 claimed to be the owner of the loan, I called HSBC Bank, to confirm if in fact they are my creditor. I was told by a representative, "Marianne" that she could not find any information that HSBC as Trustee for DALT2007-OA5 owns the loan to my

property. My Property address, social security information, loan number, my name, zip code, or any other identification was not found in their database.

5. I learned that DALT2007-OA5 is a securitized Trust. That the trust has a Pooling and Servicing Agreement ("PSA"), which states that all qualified mortgage loans must be transferred to the Trust before the closing date.

6. I believe the closing date to be July 30, 2007 based on my reading of the PSA.

7. That on or around December 2010, the United States Bankruptcy Court issued a discharged of all of my, and my husband, Fermin Solis Aniel, debt in our Chapter 7. On or around February 2010, the bankruptcy trustee discharged the bankruptcy estates, and the case was closed.

8. On or around January 2010, my credit report shows that a debt \$2,051,000.00 has been discharged against GMAC Mortgage, LLC.

9. That on or around May 2012, I received the Notice of Default, which accompanied a letter from Defendant, Executive Trustee Services, LLC dba as ETS Services, LLC, which was debt validation notice, dated April 30, 2012, that I had 30 days to dispute the debt, otherwise defendants will assume the debt as valid.

10. On or around May 10, 2012, I sent out a disputed debt validation letter disputing the amount because I questioned whether I owed any debt to GMAC, who was merely a previous sub-servicer of our mortgage. I have never received any letter in response to my debt validation letter.

11. That I do not owe any money on the 75 Tobin Clark Drive, Hillsborough property. That based on information and knowledge, the loan has been charged off, paid off, canceled and/or discharged as a matter of law.

12. I am also one of the owners of the property commonly known as 801 Foothill Drive, San Mateo, CA 94402 along with Raul Estiva, who is now deceased, and Corazon Estiva.

13. My interest in the property is as follows:

- a. 1% title in the property through a Grant Deed
- b. 50% interest in the property as agreed upon with the Estivas.

14. I believe the Foothill loan was sold in the secondary market and was never transferred into any Securitized Trust. The said property is currently listed at \$1,850,000.00 as of March 22, 2015.

15. That I learned that on May 14, 2012, GMAC and ETS filed their bankruptcy petition at Southern District of New York with case numbers of 12-12032 for GMAC Mortgage LLC, and 12-12028 for ETS.

16. That I have read both of their petitions for their bankruptcy, and their scheduled assets. Based on that information, I believe that asset of the loan secured by my home that is the subject of this litigation is not part of either of their bankruptcy asset.

I declare under penalty of perjury under the laws of the United States of America and pursuant to 28 U.S.C. § 1746 that the foregoing is true and correct.

Date: March 23, 2015

Erlinda Abibas Aniel

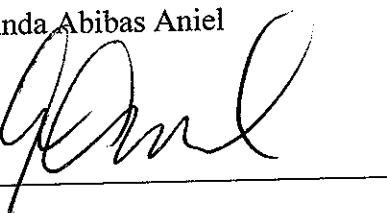


Exhibit 2
Deposition of Jeffrey Stephan

MAINE DISTRICT COURT, DISTRICT NINE
DIVISION OF NORTHERN CUMBERLAND

- - -

FEDERAL NATIONAL :
MORTGAGE ASSOCIATION : DOCKET NO.
Plaintiff : BRI-RE-09-65
:
V. :
:
NICOLE M. BRADBURY :
Defendant:
and :
GMAC MORTGAGE, LLC :
d/b/a DITECH, LLC.COM :
and BANK OF AMERICA, NA:
Parties in Interest:
- - -

June 7, 2010

- - -

Oral deposition of JEFFREY D.
STEPHAN, taken pursuant to notice, was
held at the law offices of LUNDY FLITTER
BELDECOS & BERGER, P.C., 450 N. Narberth
Avenue, Narberth, Pennsylvania 19072,
commencing at 10:10 a.m., on the above
date, before Susan B. Berkowitz, a
Registered Professional Reporter and
Notary Public in the Commonwealth of
Pennsylvania.

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	2	4
1	APPEARANCES:	1 STEPHAN
2	BRIAN M. FLEISCHER, ESQUIRE	2 MR. COX: Mr. Fleischer, we
3	FLEISCHER, FLEISCHER & SUGLIA, P.C.	3 understand that Julia Pitney
4	Plaza 1000 at Main Street	4 represents the plaintiff in this
5	Suite 208	5 case. Who do you represent today?
6	Voorhees, New Jersey 08043	6 MR. FLEISCHER: I believe
7	(856) 489-8977	7 Ms. Pitney both represents Fannie
8	b@fleischerlaw.com	8 Mae and GMAC, and I am here on
9	Counsel for GMAC	9 GMAC's behalf.
10	THOMAS A. COX, ESQUIRE	10 MR. COX: GMAC is neither a
11	LAW OFFICES OF THOMAS A. COX	11 plaintiff nor defendant in this
12	P.O. Box 1315	12 case, so we may have some issues
13	Portland, Maine 04104	13 around that, but we'll cross that
14	(207) 749-6671	14 bridge when we get to it.
15	tac@gwi.net	15
16	Counsel for Defendant,	16 EXAMINATION
17	Nicole M. Bradbury	17
18	VIA TELEPHONE:	18 BY MR. COX:
19	JULIA G. PITNEY, ESQUIRE	19 Q. Mr. Stephan, for the record,
20	DRUMMOND & DRUMMOND	20 would you state your full name, please?
21	One Monument Way	21 A. Jeffrey Stephan.
22	Portland, Maine 04101	22 Q. How old are you?
23	(207) 774-0317	23 A. I am 41, in June.
24	JPitney@ddlaw.com	24 Q. You live in Sellersville,
25	Counsel for GMAC and Fannie Mae	25 Pennsylvania?
1	(Document marked Exhibit-1	3 5
2	for identification.)	1 STEPHAN
3	-----	2 A. That is correct.
4	(It is hereby stipulated and	3 Q. Have you had your deposition
5	agreed by and between counsel that	4 taken previously?
6	sealing, filing and certification	5 A. In other cases, yes.
7	are waived; and that all	6 Q. How many other cases?
8	objections, except as to the form	7 A. This will be my third time.
9	of questions, be reserved until	8 Q. What other cases were you
10	the time of trial.)	9 deposed in, to your recollection?
11	-----	10 A. In what kind of cases?
12	JEFFREY D. STEPHAN, after	11 Q. Well, can you remember the
13	having been duly sworn, was	12 names of the cases?
14	examined and testified as follows:	13 A. No, I don't.
15	-----	14 Q. When is the last time that
16	MS. PITNEY: I would like to	15 you've had your deposition taken?
17	put on the record that we	16 A. I would approximate two,
18	requested a stipulation, and	17 three months ago.
19	Attorney Cox has denied our	18 Q. Was that in Florida?
20	request for that stipulation. And	19 A. No. That was in New Jersey.
21	that would be a stipulation that	20 Q. That would have been in
22	this deposition transcript be used	21 2010?
23	for this case, FNMA versus	22 A. Yes.
24	Bradbury, only.	23 Q. Then you were deposed in
25		24 Florida in December of 2009?
		25 A. That is correct.

2 (Pages 2 to 5)

	6		8
1	STEPHAN	1	STEPHAN
2	Q. When was the other	2	to?
3	deposition, the third deposition?	3	A. No.
4	A. This one today is the third.	4	MR. FLEISCHER: Let him
5	Q. Have you testified in court	5	finish the question, and then
6	as a witness before?	6	respond, because it makes it
7	A. No.	7	cleaner for the transcript.
8	Q. Did you review any documents	8	THE WITNESS: Thank you.
9	to prepare for this deposition?	9	BY MR. COX:
10	A. Yes.	10	Q. What is your educational
11	Q. What documents did you	11	background?
12	review?	12	A. I have a four-year degree at
13	A. I looked at the deposition	13	Penn State University in liberal arts.
14	that was sent to me. And I went over the	14	Q. When did you go to work for
15	Complaint with Brian.	15	GMAC?
16	THE WITNESS: When was that,	16	A. I began work at GMAC
17	Thursday, Wednesday?	17	September 30th of '04.
18	MR. FLEISCHER: You're	18	Q. What was your work history,
19	directed not to say anything with	19	in a summary form, before you went to
20	regard to what we spoke about,	20	work for GMAC?
21	but, yes, you can answer to what	21	A. I have done collections and
22	you looked at.	22	mortgage foreclosures for other
23	THE WITNESS: Yes.	23	companies.
24	MS. PITNEY: I'm sorry to	24	Q. Who have you done mortgage
25	interrupt. I'm just having a	25	foreclosure work for?
	7		9
1	STEPHAN	1	STEPHAN
2	little difficulty hearing you. Is	2	A. ContiMortgage, Fairbanks
3	there any way to push the phone a	3	Capital, GMAC.
4	little closer to Mr. Stephan?	4	Q. The first one, I'm not sure
5	MR. FLEISCHER: Okay. And,	5	about. Is that Conti, C-O-N-T-E (sic)?
6	Julia, let me know during the	6	A. C-O-N-T-I.
7	course if there's still a problem.	7	Q. What period of time did you
8	MS. PITNEY: You were doing	8	work for ContiMortgage?
9	fine, and then it got a little	9	A. I began there in '92. I
10	fuzzy.	10	believe I left there in '98.
11	THE WITNESS: I'll talk	11	Q. What years, approximately,
12	louder.	12	did you work for Fairbanks Capital?
13	MS. PITNEY: Thank you.	13	A. '98 to '04.
14	BY MR. COX:	14	Q. You work in the GMAC
15	Q. What deposition did you look	15	Mortgage office in Fort Washington,
16	at?	16	Pennsylvania; is that correct?
17	A. The deposition for this	17	A. That is correct.
18	case.	18	Q. Approximately, how many
19	Q. The Deposition Notice?	19	people work in that office?
20	A. Right, the Deposition	20	A. I can't estimate the number
21	Notice.	21	of people. I can say my department,
22	Q. It was not another	22	approximately 50 to 60 people.
23	deposition transcript --	23	Q. What's the name of your
24	A. No.	24	department?
25	Q. -- that you were referring	25	A. Foreclosures.

1 STEPHAN 2 Q. When you began working for 3 GMAC Mortgage in 2004, what position did 4 you begin working in? 5 A. I was a foreclosure 6 specialist. 7 Q. What kinds of duties did 8 that involve? 9 A. That involved the day-to-day 10 handling and servicing of a portfolio of 11 loans that fell into a foreclosure 12 category. 13 Q. What kinds of duties did you 14 carry out with respect to those matters? 15 MS. PITNEY: Object to form. 16 MR. COX: You have to 17 answer. 18 MS. PITNEY: You can answer 19 the question. 20 THE WITNESS: The everyday 21 servicing of the file, from 22 contacting the attorney, supplying 23 an attorney who's handling a case 24 within my portfolio with any 25 information they may need, a copy	10 STEPHAN 2 team lead for our bidding team, which 3 would be a team of individuals who 4 calculate the bids for sales. 5 Q. Calculate the bids for sales 6 of mortgage -- 7 A. Foreclosure sales. 8 MR. FLEISCHER: Again, let 9 him finish the question. 10 BY MR. COX: 11 Q. Just so I can understand it, 12 your role in that position was to help 13 GMAC calculate what it was going to bid 14 at any given foreclosure sale? 15 A. That would be correct. 16 Q. The foreclosure 17 department -- is that what it's called? 18 A. Yes. 19 Q. That has units within it? 20 A. Yes. 21 Q. And when you were doing the 22 bidding work, what unit were you a part 23 of at that time? 24 A. The bid team. 25 Q. How long did you serve on	12
1 STEPHAN 2 of documents that may be needed 3 through a fax form or e-mail form, 4 the calculation of figures for 5 judgments, reporting sale results 6 at that time, and properly 7 conveying properties to the proper 8 departments for post sale action. 9 BY MR. COX: 10 Q. How long did you hold the 11 position of foreclosure specialist? 12 A. With GMAC, three years. 13 Q. So you would have assumed a 14 new position sometime in 2007? 15 A. Yes. 16 Q. What position did you assume 17 in 2007? 18 A. I became a team lead within 19 the foreclosure department. 20 Q. What duties did you assume 21 as the team lead in the foreclosure 22 department? 23 A. At that time, GMAC 24 segregated our department into teams, and 25 I was put into place as the supervisor or	11 STEPHAN 2 the bid team? 3 A. I'm going to estimate six 4 months to a year, at the most. 5 Q. Does it sound roughly 6 correct that sometime in 2008, you 7 assumed a new position? 8 A. Yes. 9 Q. What was the next position 10 that you held after working on the bid 11 team? 12 A. My present position, which 13 is the team lead of the document 14 execution team. 15 Q. Is there also a service 16 transfer unit? 17 A. Yes, there is. 18 Q. Are you the team lead of 19 that as well? 20 A. Yes, I am. That falls into 21 the document execution team. 22 Q. So I talk your language, 23 there's a foreclosure department? 24 A. Yes. 25 Q. And the subdivisions within	13

<p>1 STEPHAN 2 that, do you call them teams or units? 3 A. Teams. 4 Q. So there's a foreclosure 5 department, and then within it are a 6 group of teams that do different 7 functions; is that correct? 8 A. That is correct. 9 Q. What does the document 10 execution team do? 11 MR. FLEISCHER: Objection as 12 to form. 13 THE WITNESS: Can you 14 rephrase that? 15 BY MR. COX: 16 Q. What are the functions of 17 the document execution team? 18 A. The functions of my document 19 execution team is, I have staff that 20 prints documents, from our computer 21 system, that are submitted from our 22 attorney network. I have staff, also, on 23 that team who prepares the documents 24 which have already received figures from 25 our attorneys. So there are completed</p>	<p>14 1 STEPHAN 2 A. 14. 3 Q. Including yourself? 4 A. No; including me, 15. 5 Q. What training have you 6 received from GMAC to function in your 7 capacity as the team lead for the 8 document execution team? 9 MS. PITNEY: Object to form. 10 BY MR. COX: 11 Q. Let me restate the question. 12 Have you received any training from GMAC 13 to use in conjunction with your 14 performance as the team lead for the 15 document execution team? 16 A. Yes. 17 Q. What training have you 18 received? 19 A. I received side-by-side 20 training from another team lead to 21 instruct me on how to review the 22 documents when they are received from my 23 staff. 24 Q. Who was that person? 25 A. That person, at the time, I</p>
<p>1 STEPHAN 2 documents. They fill in the blanks, they 3 stamp names. They ensure that all of the 4 notary lines are completed properly once 5 it's returned from the notary. And that 6 staff also is in charge of making sure 7 they Federal Express the document back to 8 the designated attorney within our 9 network. 10 Q. What does the service 11 transfer team do? 12 A. The service transfer team 13 receives a list of loans from our 14 transfer management team, which is 15 located in Iowa. The service transfer 16 team within foreclosure only handles 17 loans that fall into a bankruptcy or 18 foreclosure category. They prepare files 19 or CDs, and transfer them to the new 20 servicer. So they're loans that are 21 either acquired, or they're loans that 22 are being transferred to a new servicer 23 for service. 24 Q. How many employees are on 25 the document execution team?</p>	<p>15 1 STEPHAN 2 believe was a gentleman by the name of 3 Kenneth Ugwuadu, U-G-W-U-A-D-U. He is no 4 longer with GMAC. 5 Q. How long did that training 6 last? 7 A. Three days. 8 Q. Were there any written or 9 printed training materials or manuals 10 used as a part of that training? 11 A. No. 12 Q. Again, just so I understand 13 what your testimony was, that training 14 involved your learning how to review the 15 documents that were being processed 16 through your hands; is that correct? 17 A. That's correct. 18 Q. What were you trained to do 19 with respect to those documents by that 20 gentleman? 21 A. Basically, how to review the 22 system, which I already basically knew 23 from preparing documents in my prior 24 position before becoming a team lead. So 25 it was more or less a rehash, let's say,</p>

	18		20
1	STEPHAN	1	STEPHAN
2	or retraining, to confirm that I was	2	A. No.
3	looking at things correctly in the	3	Q. In your capacity as team
4	system.	4	lead for the document execution team, do
5	Q. When you refer to a system,	5	you have any responsibility for data
6	you're referring to a computer system?	6	entry into the computer system regarding
7	A. Yes.	7	payments received by GMAC?
8	Q. Other than what you might	8	A. No.
9	call it when you're not happy, does that	9	Q. In your capacity as the team
10	system have a name?	10	lead for the document execution team, do
11	A. Yes. That system is called	11	you have any role in the foreclosure
12	Fiserv, F-I-S-E-R-V.	12	process at GMAC, other than the signing
13	Q. Have you received any	13	of documents?
14	training on how to use that system?	14	MR. FLEISCHER: Objection as
15	A. Yes, when I was hired.	15	to the form of the question.
16	Q. Are there any manuals or	16	THE WITNESS: Can you
17	training materials associated with your	17	rephrase?
18	training on that system?	18	BY MR. COX:
19	A. Yes, there is.	19	Q. In your capacity as the team
20	Q. Do you have those manuals in	20	lead for the document execution team, do
21	your possession?	21	you have any role in the foreclosure
22	A. Presently, no.	22	process, other than the signing of
23	Q. Do they exist in your office	23	documents?
24	at GMAC?	24	A. No.
25	A. I honestly don't know.	25	Q. I'm going to hand you what
	19		21
1	STEPHAN	1	STEPHAN
2	Q. In your role as team lead	2	we have marked as Deposition Exhibit
3	for the document execution team, do you	3	Number 1, which is your affidavit in this
4	have any duties with respect to the	4	case, dated August 5, 2009.
5	receipt, application, or counting for	5	MS. PITNEY: Excuse me, Tom.
6	loan payments?	6	This is Julia. Am I to presume
7	A. No.	7	that this is the only exhibit
8	MS. PITNEY: Object to the	8	you're going to be introducing?
9	form of the question.	9	Because I haven't received any
10	BY MR. COX:	10	exhibits that you plan to produce
11	Q. What department has that	11	at this deposition today.
12	responsibility?	12	MR. COX: I had no idea you
13	A. To my understanding, that	13	were going to be participating
14	would be customer service. And within	14	today, Julia.
15	customer service, I believe there is a	15	MS. PITNEY: Well, I
16	cash unit.	16	represent the plaintiff. It
17	Q. Have you ever worked in that	17	shouldn't come as any surprise.
18	cash unit?	18	MR. COX: We're not going to
19	A. No.	19	have a debate on the record. The
20	Q. Have you ever worked in that	20	exhibits are here. You're welcome
21	customer service department?	21	to come see them. I had no idea
22	A. No.	22	that you were going to participate
23	Q. Have you ever had any	23	in this fashion.
24	training in how that department and unit	24	MS. PITNEY: You had no
25	work?	25	idea?

	22		24
1	STEPHAN	1	STEPHAN
2	MR. COX: I'm not going to	2	I understand there's not a large
3	have this exchange on the record	3	number of documents. I propose
4	with you. If you want to go off	4	that we have Attorney Fleischer
5	the record for a minute, I'll be	5	fax them to me, or e-mail, in
6	happy to do it.	6	bulk, or we're going to have to
7	MS. PITNEY: No, we're going	7	stop. I would object. And each
8	to stay right on the record, Tom.	8	time I'm going to stop and have
9	MR. COX: That's fine.	9	each document sent to me.
10	MS. PITNEY: Is it your	10	MR. COX: Your objection is
11	intent to introduce these exhibits	11	noted.
12	that have not been produced to the	12	MR. FLEISCHER: Why don't we
13	opposing party?	13	at least just deal with the one
14	MR. COX: I'm not going to	14	document that's in front of us at
15	respond to that. I will entertain	15	this point, which is the
16	objections that you are going to	16	affidavit, and then we'll address
17	make. But I'm not going to	17	each one as they come up.
18	respond to your questions on the	18	MS. PITNEY: Fair enough.
19	record.	19	BY MR. COX:
20	MS. PITNEY: I'm going to	20	Q. Mr. Stephan, you've
21	object to each and every exhibit.	21	testified that in addition to yourself,
22	MR. COX: That's your right	22	there are 14 other employees in your
23	to do that.	23	document execution team.
24	BY MR. COX:	24	A. That is correct.
25	Q. I've handed you Deposition	25	Q. You have a title of limited
	23		25
1	STEPHAN	1	STEPHAN
2	Exhibit Number 1, Mr. Stephan. Is that a	2	signing officer; is that correct?
3	document signed by you?	3	A. That is correct.
4	A. Yes, that is my signature.	4	Q. How long have you been a
5	Q. And that's dated August 5,	5	limited signing officer for GMAC
6	2009?	6	Mortgage?
7	A. That is correct.	7	A. I'm going to estimate, two
8	Q. Do you have any memory of	8	years.
9	signing that document?	9	Q. Are there any other limited
10	A. No, I do not.	10	signing officers among the 14 people on
11	MS. PITNEY: I'd like to	11	your team?
12	take a brief break and speak with	12	A. No, not amongst my 14
13	Attorney Fleischer separately.	13	people.
14	There's no question pending.	14	Q. Exhibit-1, on the bottom of
15	(Whereupon, a short recess	15	the first page, says: I have under my
16	was taken.)	16	custody and control the records relating
17	MR. COX: I gather you have	17	to the mortgage transaction referenced
18	something you want to say on the	18	below.
19	record, Julia?	19	What records does GMAC
20	MS. PITNEY: Yes. I object	20	maintain with respect to mortgage
21	to not being provided copies of	21	transactions?
22	the documents that you intend to	22	MS. PITNEY: Object to the
23	introduce in this deposition. And	23	form.
24	in an effort to make things more	24	THE WITNESS: Please
25	efficient, my proposal is that --	25	rephrase.

<p>1 STEPHAN 2 BY MR. COX: 3 Q. What records does GMAC 4 maintain with respect to mortgage loans? 5 A. We keep our records for the 6 foreclosure department and the rest of 7 the company on our Fiserv system for 8 availability throughout our company. 9 Q. Do paper records exist 10 anywhere within GMAC Mortgage? 11 A. Yes, they do. 12 Q. Where do they exist? 13 A. I believe they are housed 14 either in our Iowa office or in 15 Minnesota, or with any of our custodians 16 involved within the company. 17 Q. Do you have any 18 responsibilities for making entries in 19 the Fiserv system? 20 A. Other than just usual notes, 21 no. 22 Q. What kind of usual notes do 23 you enter? 24 MS. PITNEY: Object. I'm 25 objecting to the form of the</p>	<p>26 1 STEPHAN 2 A. That would be correct. 3 Q. And you have no role in the 4 entry of any other data into that system; 5 isn't that correct? 6 A. That is correct. 7 Q. What department maintains 8 that system? 9 MR. FLEISCHER: Objection as 10 to form. 11 BY MR. COX: 12 Q. Do you know what department 13 maintains that system? 14 A. The system is used by the 15 entire company. 16 Q. Do you know what department 17 maintains the security for that system? 18 A. The IT department. 19 Q. Where is that located? 20 A. Throughout the entire 21 country. 22 Q. Do you know what department 23 makes entries into that system? 24 A. Numerous departments. 25 Q. Do you know what departments</p>
<p>27 1 STEPHAN 2 question. And, furthermore, I'm 3 objecting to the extent that 4 you're basically asking him an 5 incredibly broad-based question 6 here, Tom. If you want to ask him 7 about this case and any entries he 8 made with respect to this case, 9 then that's fine. But your 10 question is pretty sweeping there. 11 BY MR. COX: 12 Q. What is your usual business 13 practice and routine with respect to 14 making usual notes in the Fiserv system? 15 A. If a customer were to call 16 in, I would make a note in our computer 17 system. 18 Q. Do customers call you in 19 your capacity as team lead for the 20 document execution team? 21 A. No, they do not. 22 Q. So if that's the only kind 23 of notes that you would make in the 24 system, is it fair to say that you don't 25 make notes in that system?</p>	<p>27 1 STEPHAN 2 have the ability to change entries in 3 that system? 4 A. Nobody has the ability to 5 change an entry in the system, as far as 6 a note would go. 7 Q. What do you mean by that? 8 A. Such as if a customer calls 9 in, you type in the system. Once you 10 type it, it's entered. 11 Q. Does GMAC keep a paper 12 record of loan payments made by mortgage 13 customers? 14 A. I do not know. 15 Q. I think you said that the 16 cash department receives payments -- 17 customer payments; is that correct? 18 A. To my knowledge, yes. 19 Q. That's the department that 20 you've said you have not worked in; is 21 that correct? 22 A. That is correct. 23 Q. So you don't have firsthand 24 knowledge about how it operates; is that 25 correct?</p>

<p>1 STEPHAN 2 A. That is correct. 3 MS. PITNEY: Object. 4 BY MR. COX: 5 Q. Do you have any knowledge 6 about how the data relating to those 7 payments are entered into the system? 8 A. I do not have that 9 knowledge. 10 Q. Do you have any knowledge 11 about how GMAC ensures the accuracy of 12 the data entered into the system? 13 A. No, I do not. 14 Q. Do you have any knowledge as 15 to what measures GMAC takes to preserve 16 the integrity and security of the system? 17 A. No, I do not. 18 MS. PITNEY: Object to the 19 form of that question. 20 BY MR. COX: 21 Q. In your capacity as team 22 lead for the document execution team, 23 what kinds of documents do you sign? 24 A. The types of documents I 25 sign are assignments of mortgage,</p>	<p>30</p> <p>1 STEPHAN 2 Q. That's the only other 3 document execution team that you're aware 4 of? 5 A. To my knowledge, yes. 6 Q. When you referred in one of 7 your answers a few moments ago to 8 judgment affidavits, are you referring to 9 the type of affidavit in front of you, as 10 Deposition Exhibit-1? 11 A. That is a similar type of 12 affidavit, yes. This states Affidavit in 13 Support of the Plaintiff's Motion for 14 Summary Judgment. 15 Q. Have you received any 16 training regarding the summary judgment 17 process in judicial foreclosure states? 18 A. No. 19 Q. Do you have any knowledge as 20 to what a summary judgment affidavit is 21 used for in the State of Maine? 22 MR. FLEISCHER: Objection as 23 to form. 24 BY MR. COX: 25 Q. Would you please answer the</p>
<p>1 STEPHAN 2 numerous types of affidavits, deeds that 3 need to be done post sale, a substitution 4 of trustees. And that covers it in a 5 general span. 6 Q. You said you sign a variety 7 of affidavits. What kinds of affidavits 8 do you sign? 9 A. I sign judgment affidavits 10 for judicial foreclosure actions. I will 11 sign an affidavit verifying military 12 duty. I sign affidavits in reference to 13 -- if GMAC has exhausted all options 14 through lost mitigation upon reviewing 15 notes in our Fiserv system. That's a 16 general description of different types 17 of affidavits. 18 Q. Your document execution team 19 provides documents for foreclosures in 20 what states? 21 A. Throughout the country. 22 Q. Are there other document 23 execution teams within the GMAC system? 24 A. I believe our bankruptcy 25 unit also has a document execution team.</p>	<p>31</p> <p>1 STEPHAN 2 question? 3 A. To my knowledge, a borrower 4 would have filed a contested answer. And 5 this would be our next step within the 6 process, to confirm the amount that is 7 due to support the summary judgment. 8 Q. Do you understand how the 9 affidavit is used, that is, Deposition 10 Exhibit Number 1? 11 MS. PITNEY: Objection. 12 Tom, you're getting dangerously 13 close here to the privileged area. 14 I mean, this affidavit, in itself, 15 was prepared in preparation for 16 litigation -- in litigation; not 17 even preparation for it, but 18 during litigation. 19 MR. COX: I have not the 20 slightest interest in getting into 21 attorney/client privilege. I'll 22 rephrase the question. 23 BY MR. COX: 24 Q. Do you have any knowledge of 25 how summary judgment affidavits are used</p>

<p>1 STEPHAN 2 in judicial foreclosure states? 3 A. No. 4 Q. Are you aware that they are 5 given to a judge? 6 A. Yes. 7 Q. And do you understand that 8 the judge relies upon them? 9 A. Yes. 10 Q. At the time that you 11 executed Deposition Exhibit-1 on August 12 5, 2009, you were, at that time, in your 13 position as team lead for the document 14 execution department? 15 A. Yes. 16 Q. Has the manner in which you 17 perform your duties as the team lead for 18 the document execution department changed 19 in any way over the period from August 5, 20 2009 to the present date? 21 A. No. 22 Q. Has your job description 23 changed in any manner during that time? 24 A. I assumed the responsibility 25 at that time of also handling the service</p>	<p>34</p> <p>1 STEPHAN 2 tool, between our attorneys. They load 3 it into a process called signature 4 required. 5 MS. PITNEY: Jeff, I'm going 6 to interrupt you right there. To 7 the extent that this answer or 8 anything else that you say has to 9 do with your communication between 10 you and your attorney -- GMAC and 11 its attorney, it's attorney/client 12 privilege. 13 THE WITNESS: So I won't 14 answer. 15 MR. COX: Well, let's go 16 back and ask the question again. 17 MS. PITNEY: He's answered 18 the question. He gets the 19 affidavit from the attorney. 20 BY MR. COX: 21 Q. What is the LPS system? 22 A. That is a communication tool 23 with our attorney network. 24 Q. Is LPS a separate company? 25 A. Yes.</p>
<p>1 STEPHAN 2 transfer team as an additional 3 responsibility; other than document 4 execution, no. 5 Q. In your usual business 6 practice as a team lead for the document 7 execution team, how does a summary 8 judgment affidavit come to you, such as 9 the one that is Deposition Exhibit Number 10 1? 11 MS. PITNEY: Objection. 12 Tom, if you'd like to ask him 13 about how this specific affidavit 14 came to him, that's fine. But, 15 again, you're asking way too 16 broad. 17 BY MR. COX: 18 Q. Do you know how this 19 specific affidavit got to you, Mr. 20 Stephan? 21 A. We have a process in place 22 that if our attorney network needs an 23 affidavit, they will upload it into our 24 system, which is called LPS. We have 25 another system, which is a communication</p>	<p>35</p> <p>1 STEPHAN 2 MS. PITNEY: Objection. The 3 means by which he communicates any 4 details about -- the means by 5 which he communicates with his 6 attorneys is privileged. 7 BY MR. COX: 8 Q. What does LPS do? 9 MS. PITNEY: I'm going to 10 object again on privilege grounds. 11 Same objection. Do not answer 12 that question. 13 THE WITNESS: Okay. 14 BY MR. COX: 15 Q. Is the source of what you 16 know about what LPS does based upon any 17 communication that you've had with 18 lawyers? 19 A. Sorry. Please rephrase 20 that. I don't understand your question. 21 Q. Do you know what LPS does 22 with respect to documents processed by 23 your unit? 24 MS. PITNEY: Objection. 25 Same objection.</p>

<p>1 STEPHAN 2 MR. COX: He can answer that 3 yes or no. 4 THE WITNESS: I still don't 5 understand what you're asking. 6 BY MR. COX: 7 Q. You've mentioned LPS. 8 A. Right. 9 Q. That's a separate company; 10 is that correct? 11 A. It's a system that we have 12 acquired from a company by the name of 13 Fidelity, in order to have communication 14 between our attorneys. 15 Q. Do you have any memory of 16 specifically receiving Deposition 17 Exhibit-1? 18 A. No. 19 Q. Again, I'm asking you, based 20 upon that, to describe what the usual 21 business practice is within your unit, as 22 far as how affidavits, such as Deposition 23 Exhibit-1, come to you. 24 A. Our attorney will load it to 25 the LPS system. Members of my team will</p>	<p>38</p> <p>1 STEPHAN 2 MR. COX: He can answer the 3 question of whether or not he 4 keeps a log, before I ask him what 5 goes into the log. 6 MS. PITNEY: Fine. 7 THE WITNESS: No, I don't 8 have a log. 9 BY MR. COX: 10 Q. Does anybody keep a log of 11 what documents you sign? 12 MS. PITNEY: Object to the 13 form of that question. 14 THE WITNESS: Please 15 rephrase. 16 BY MR. COX: 17 Q. Do you know if anybody keeps 18 a log of what documents you execute? 19 A. We have notaries in our 20 department, approximately six, who keep a 21 log for what they notarize. 22 Q. These are notaries within 23 your department? 24 A. That is correct. 25 Q. As I understand it, the</p>	<p>40</p>
<p>1 STEPHAN 2 print it. Other members will prepare it. 3 The figures have already been loaded from 4 our network of attorneys. So my team 5 does not have any input on the affidavit, 6 other than filling in my name. They 7 bring it to me. I review it against our 8 Fiserv system, execute it, hand it back. 9 They get it notarized. It's Federal 10 Expressed back to the individual attorney 11 asking. 12 Q. Do you keep a log of any 13 sort of what documents you execute? 14 MS. PITNEY: I'm sorry. Can 15 you repeat the question, Tom? I 16 could not hear that. 17 BY MR. COX: 18 Q. Do you keep a log of any 19 sort of what documents you execute? 20 MS. PITNEY: Objection. 21 Work product. Any type of log 22 that he keeps relative to these 23 affidavits is prepared in 24 preparation for litigation; to the 25 extent that one even exists.</p>	<p>39</p> <p>1 STEPHAN 2 first step is, in your department, a 3 document comes in on the LPS system from 4 the outside lawyer; is that correct? 5 A. That is correct. 6 Q. And then an employee in your 7 department prints it out; is that 8 correct? 9 A. That is correct. 10 Q. And then you said that the 11 employee prepares the document. What 12 does that mean? 13 MS. PITNEY: Objection. The 14 document is prepared for 15 litigation. It is privileged. 16 How it is prepared is privileged. 17 Do not answer that question. 18 BY MR. COX: 19 Q. Do your employees have any 20 direct communication with outside 21 counsel? 22 A. Yes, through the LPS system. 23 MS. PITNEY: Objection. How 24 and what he communicates with his 25 attorney is privileged, Tom.</p>	<p>41</p>

<p>1 STEPHAN 2 MR. COX: I haven't asked 3 for the content. I asked if it 4 happens. 5 BY MR. COX: 6 Q. Would you answer the 7 question, please? 8 A. Yes, through the LPS system. 9 Q. Is anything done to a 10 document submitted to the LPS system by 11 an outside lawyer before it reaches your 12 hands? 13 MS. PITNEY: Objection. 14 Preparation of the document is 15 privileged. It's for litigation. 16 Do not answer the question. 17 BY MR. COX: 18 Q. Is the document that is 19 received in the LPS system from outside 20 counsel presented to you in exactly the 21 form that it is received in from outside 22 counsel? 23 MS. PITNEY: Objection. 24 Same objection. 25 MR. COX: Is it an</p>	<p>42</p> <p>1 STEPHAN 2 twice on the first page, and once on the 3 signature page for you; is that correct? 4 A. That is correct. 5 Q. And then it's stamped again 6 on the notary page; is that correct? 7 A. That is correct. 8 Q. So as I understand it, an 9 affidavit, such as Deposition Exhibit-1, 10 is initially prepared by outside counsel? 11 MS. PITNEY: Objection. 12 BY MR. COX: 13 Q. Is that correct? 14 A. Yes, that is correct. 15 Q. Does anybody on your team 16 verify the accuracy of any of the 17 contents of the affidavit before it 18 reaches your hands? 19 MS. PITNEY: Objection 20 again. How the document is 21 prepared -- you can ask him 22 questions about the document and 23 what's stated in the document. 24 The preparation of the document, 25 which is prepared for litigation,</p>
<p>1 STEPHAN 2 objection, or are you instructing 3 him not to answer? 4 MS. PITNEY: I'm instructing 5 him not to answer, to the extent 6 you're asking him questions about 7 a document that was prepared 8 specifically during the course of 9 litigation. It's protected by 10 privilege, and you can't ask him 11 questions about it. 12 BY MR. COX: 13 Q. Deposition Exhibit-1 has 14 your name stamped on it with a stamp; is 15 that correct? 16 A. That is correct. 17 Q. And below your name, the 18 words "limited signing officer" appear; 19 is that correct? 20 A. That is correct. 21 Q. Who puts that stamp on these 22 affidavits? 23 A. My team. 24 Q. On this particular 25 affidavit, your name and title is stamped</p>	<p>43</p> <p>1 STEPHAN 2 is privileged. Do not answer the 3 question, Jeff. 4 BY MR. COX: 5 Q. Mr. Stephan, do you recall 6 testifying in your Florida deposition in 7 December, with regard to your employees, 8 and you said, quote, they do not go into 9 the system and verify the information as 10 accurate? 11 A. That is correct. 12 MS. PITNEY: I'm sorry. 13 Tom, could you please repeat what 14 you just said? I just couldn't 15 hear. 16 MR. COX: Quote: They do 17 not go into the system and verify 18 the information as accurate. 19 BY MR. COX: 20 Q. Is that correct? 21 A. That is correct. 22 MR. FLEISCHER: Tom, can you 23 reference what litigation that was 24 in, do you know? 25 MR. COX: The Florida case</p>

<p>1 STEPHAN 2 that he testified in. 3 MR. FLEISCHER: I just 4 thought you might have a reference 5 there. 6 MR. COX: I'll get it 7 shortly. 8 BY MR. COX: 9 Q. Do you and your 14-person 10 team all work in the same physical space? 11 A. Yes. We're all in the same 12 department. 13 Q. Do you have an office or a 14 cubicle, or what? 15 A. Cubicle. 16 Q. Do the employees bring 17 documents to you to sign? 18 A. That is correct. 19 Q. How many do they bring to 20 you at a time, on average? 21 A. For a month, anywhere from 22 six to 8,000 documents. 23 Q. Do you recall testifying in 24 your Florida deposition in December that 25 you estimated it was 10,000 documents a</p>	<p>46</p> <p>1 STEPHAN 2 A. That would be correct. 3 Q. Roughly, how many are 4 brought to you in a group, on average? 5 A. Throughout a day, I believe 6 we are averaging approximately 400 new 7 requests coming in from our attorney 8 network. So I would say approximately 9 400 per day. 10 Q. This sounds very basic. 11 But, physically, are you handed a pile of 12 100 documents, 300 documents? How does 13 that work? 14 A. They bring them to me in 15 individual folders from each one of the 16 members of my team. I do not count how 17 many are in the files. 18 Q. So each team employee has a 19 folder of document; is that correct? 20 A. That is correct. 21 Q. When you receive a summary 22 judgment affidavit to be signed by you, 23 is it accompanied by any other documents 24 relating to the loan? 25 MS. PITNEY: Objection. The</p>
<p>1 STEPHAN 2 month? 3 A. I do not recall. I'm going 4 off of numbers within the past month or 5 so. 6 Q. Have those numbers gone down 7 in the past month or so? 8 A. There has been a decrease. 9 Q. Back in December, were you 10 signing in the range of 10,000 documents 11 a month? 12 A. I may have been. 13 Q. Back in August of 2009, 14 roughly, how many documents a month were 15 you signing? 16 A. I cannot estimate. I don't 17 know. 18 Q. Do you believe that it was 19 more or less than the number you were 20 signing in December? 21 A. I'm going to assume, more. 22 Q. And on a given day, I 23 understand an employee brings you a group 24 of documents for you to sign; is that 25 correct?</p>	<p>47</p> <p>1 STEPHAN 2 document is prepared for 3 litigation. And anything he does 4 when he's preparing it is 5 privileged. 6 MR. COX: Are you telling 7 him not to answer? 8 MS. PITNEY: I am. Tom, if 9 you want to ask him about general 10 procedures, which you have been, 11 then I'm not going to object as 12 much. But if you want to ask him 13 about what goes into preparing a 14 document that was used for summary 15 judgment, that's clearly prepared 16 for litigation, and it's 17 privileged and protected. 18 MR. COX: I think you 19 haven't heard my question, Julia. 20 I'll state it again. 21 BY MR. COX: 22 Q. When you receive a summary 23 judgment document for your execution, is 24 it accompanied by any other documents? 25 MS. PITNEY: My objection is</p>

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1	STEPHAN	1	STEPHAN
2	-- you can answer that question,	2	those exhibits attached to the affidavit
3	Jeff.	3	at the time that you sign them?
4	THE WITNESS: There are	4	MS. PITNEY: Objection.
5	times when it has the Complaint	5	You're asking about a document
6	connected. There are times when	6	that was prepared by an attorney.
7	it is brought to me just as the	7	Anything that comes with it that
8	affidavit.	8	he's asked to review is
9	BY MR. COX:	9	privileged -- the communication
10	Q. When you say that there are	10	between a client and an attorney.
11	times when it comes to you with a	11	Do not answer the question.
12	Complaint connected, you mean attached as	12	BY MR. COX:
13	an exhibit?	13	Q. Mr. Stephan, would you
14	A. Such as this one, yes.	14	please look at Paragraph 3 of Exhibit-1.
15	Q. When you say "this one,"	15	Do you see there the statement: That a
16	you're referring to Deposition Exhibit-1?	16	true and correct copy of which is
17	A. Yes, that is correct.	17	attached hereto is Exhibit-A?
18	Q. Deposition Exhibit-1 has	18	A. Where are you looking?
19	several exhibits attached to it; is that	19	Q. Paragraph 3. Do you see
20	correct?	20	that statement?
21	MS. PITNEY: Could you	21	A. Yes, I do.
22	please tell me what the exhibits	22	Q. When you sign an affidavit
23	that are attached are, because I	23	such as Exhibit-1, are the exhibits
24	don't have the benefit of having	24	attached to it?
25	them in front of me?	25	MS. PITNEY: Objection. A
	51		53
1	STEPHAN	1	STEPHAN
2	THE WITNESS: Exhibit-A is a	2	document that's provided to him by
3	copy of the note and the --	3	an attorney is privileged.
4	MR. COX: Julia, this is	4	MR. COX: Are you telling
5	your summary judgment affidavit.	5	him not to answer that question?
6	MS. PITNEY: I'm not	6	MS. PITNEY: Yes. I'll say
7	doubting that it is. I just don't	7	again, Tom, if you would like to
8	know what these other exhibits	8	ask him about the facts that are
9	attached are.	9	in the affidavit, the details
10	MR. COX: Don't you have	10	about this loan -- which I might
11	your copy?	11	remind you involves a woman by the
12	MS. PITNEY: You're the one	12	name of Nicole Bradbury -- then
13	verifying if they're the same as	13	I'm sure Jeff will answer your
14	the one I'm looking at, Tom.	14	question?
15	THE WITNESS: Exhibit-B is	15	MR. COX: Well, he has the
16	the mortgage. Exhibit-C is the	16	affidavit in front of him in this
17	assignment of note and mortgage.	17	case. And the affidavit which he
18	Exhibit-D -- I believe we're	18	swore to says a true and correct
19	looking at the demand, or the	19	copy of the note is attached to
20	breach letter. And those are the	20	it. And I'm asking him if that
21	four documents that are connected	21	document was attached to it at the
22	to this affidavit of summary	22	time that he signed it.
23	judgment.	23	BY MR. COX:
24	BY MR. COX:	24	Q. Would you please answer that
25	Q. In your usual practice, are	25	question?

	54		56
1	STEPHAN	1	STEPHAN
2	A. To my knowledge, I do not	2	necessarily know that.
3	recall.	3	MR. COX: The physical
4	Q. Is it your usual business	4	movement of a document is not a
5	practice to have exhibits attached to	5	communication. It's a fact.
6	affidavits that you sign?	6	BY MR. COX:
7	A. Yes.	7	Q. My question to you is, where
8	Q. All exhibits?	8	does a summary judgment go after you sign
9	MS. PITNEY: Object to form.	9	it?
10	THE WITNESS: I do not know.	10	A. After I sign it, it is
11	BY MR. COX:	11	handed back to my staff. My staff hands
12	Q. When you sign a summary	12	it to a notary for notarization. It is
13	judgment affidavit, do you check to see	13	then handed back to my staff. They send
14	if all the exhibits are attached to it?	14	it back to the network attorney
15	A. No.	15	requesting any type of affidavit.
16	Q. Does anybody in your	16	Q. So you do not appear before
17	department check to see if all the	17	the notary; is that correct?
18	exhibits are attached to it at the time	18	A. I do not.
19	that it is presented to you for your	19	Q. What does your staff do with
20	signature?	20	a summary judgment affidavit, such as
21	A. No.	21	Deposition Exhibit-1, after it receives
22	Q. When you sign a summary	22	it back from the notary?
23	judgment affidavit, do you inspect any	23	A. They go into our LPS system,
24	exhibits attached to it?	24	close out process, stating it's being
25	A. No.	25	sent back to --
	55		57
1	STEPHAN	1	STEPHAN
2	MS. PITNEY: Could you	2	MS. PITNEY: Objection.
3	repeat the question, Tom? Did you	3	Sorry. I don't mean to interrupt
4	say -- or can you have it read	4	you, Jeff. I'm going to instruct
5	back, please?	5	you not to answer anything else,
6	(Whereupon, the pertinent	6	because you've already testified
7	portion of the record was read.)	7	that the LPS system is the means
8	MS. PITNEY: Object to the	8	by which you communicate with your
9	form.	9	attorney. The attorney/client
10	BY MR. COX:	10	communication is privileged. So
11	Q. What happens to an affidavit	11	don't continue to answer the
12	in your department after you sign it?	12	question.
13	MS. PITNEY: Objection.	13	Actually, if there is no
14	What happens to the document	14	question, pending, I'd like to
15	afterwards is -- it's in the	15	take a brief break to discuss
16	course of litigation. The same	16	something with Brian Fleischer.
17	objection as I said before. Where	17	(Whereupon, a short recess
18	it goes is privileged.	18	was taken.)
19	MR. COX: Where it goes is	19	BY MR. COX:
20	not a communication. It is not	20	Q. Mr. Stephan, do you recall
21	privileged.	21	testifying in your Florida deposition in
22	MS. PITNEY: You don't know	22	December that you rely on your attorney
23	that.	23	network to ensure that the documents that
24	MR. COX: Pardon me?	24	you receive are correct and accurate?
25	MS. PITNEY: You don't	25	A. That is correct.

<p>1 STEPHAN 2 Q. And is that, in fact, the 3 case? 4 A. Yes. 5 Q. And your department does not 6 do any independent accuracy check of 7 those records; isn't that correct? 8 MR. FLEISCHER: Objection as 9 form. 10 THE WITNESS: Can you 11 rephrase? 12 BY MR. COX: 13 Q. Your department does not do 14 any independent check of the accuracy of 15 the information on the summary judgments 16 coming to you; isn't that correct? 17 A. I review, quickly, the 18 figures. Other than that, that's about 19 it. 20 Q. Do you recall testifying in 21 your Florida deposition in December, that 22 the affidavits that you sign are not 23 based upon your own personal knowledge? 24 A. I do not recall. 25 MS. PITNEY: Objection to</p>	<p>58</p> <p>1 STEPHAN 2 I'm saying, yes, it looks correct 3 in my computer system. 4 BY MR. COX: 5 Q. Is there anything else that 6 you look at in your computer system when 7 you're signing a summary judgment 8 affidavit? 9 MS. PITNEY: I'm sorry. I 10 couldn't hear the last part of 11 that. 12 BY MR. COX: 13 Q. Is there anything else that 14 you look at in your computer system at 15 the time that you sign a summary judgment 16 affidavit? 17 A. The only other thing I 18 can -- 19 MS. PITNEY: One second. 20 Are we talking about the computer 21 system, the communication system? 22 I just was asking for 23 clarification of -- 24 MR. COX: Let me clarify it. 25 MS. PITNEY: What computer</p>
<p>59</p> <p>1 STEPHAN 2 the form. 3 BY MR. COX: 4 Q. You do not recall that? 5 A. I do not recall. 6 Q. When you receive a summary 7 judgment affidavit from one of your staff 8 members, what do you do with it? 9 A. I will first review it 10 against our computer system, which is 11 Fiserv, in general terms, to verify that 12 the figures are correct. And then I will 13 execute it and hand it back to my staff 14 to have it notarized. 15 Q. You say "in general terms" 16 you review it. What do you mean? 17 MS. PITNEY: Objection. 18 THE WITNESS: I compare the 19 principal balance. I review the 20 interests. I take a look at the 21 late charges. I look at the 22 outstanding escrow amounts. When 23 I say "general terms," I mean I'm 24 not looking at the escrow and 25 breaking it down to the penny.</p>	<p>61</p> <p>1 STEPHAN 2 communication system Tom was 3 asking him about. 4 BY MR. COX: 5 Q. You testify that you go into 6 the First Serve (sic) system; is that 7 correct? 8 A. Yes, Fiserv. 9 Q. Fiserv. Do you go into any 10 other computer system at the time that 11 you're signing a summary judgment 12 affidavit? 13 A. No. 14 Q. And you just testified that 15 you look at principal, interest, late 16 charges and escrow; is that correct? 17 A. That is correct. 18 Q. Is there anything else that 19 you look at in your computer system when 20 you're signing a summary judgment 21 affidavit? 22 A. The only thing I review, 23 other than that, is who the borrower is. 24 Q. When you receive a summary 25 judgment affidavit to sign, do you read</p>

<p>1 STEPHAN 2 every paragraph of it? 3 A. No. 4 Q. What do you read? 5 A. I look for the figures. 6 Q. That's all that you look at 7 when you sign a summary judgment 8 affidavit? 9 A. Yes, to ensure that the 10 figures are correct. 11 Q. Is it fair to say then that 12 when you sign a summary judgment 13 affidavit, you do not know what it says, 14 other than what the figures are that are 15 contained within it? 16 MR. FLEISCHER: Objection as 17 to form. 18 MS. PITNEY: Objection to 19 the form of the question. 20 THE WITNESS: Please 21 rephrase. 22 BY MR. COX: 23 Q. It fair to say that when you 24 sign a summary judgment affidavit, you 25 don't know what information it contains,</p>	<p>62</p> <p>1 STEPHAN 2 volume of documents that you sign? 3 A. No. 4 Q. Is any part of your 5 compensation tied to the volume of 6 documents that your department processes? 7 A. No. 8 Q. Is it your understanding 9 that the process that you follow in 10 signing summary judgment affidavits is 11 in accordance with the policies and 12 procedures required of you by GMAC 13 Mortgage? 14 A. Yes. 15 Q. Does GMAC do any quality 16 assurance training for your department? 17 A. Presently, no. 18 Q. Has it in the past? 19 A. I do not know. 20 Q. You don't recall any? 21 A. I never received any. 22 Q. Do you have any memory of 23 checking the numbers on the Bradbury 24 affidavit that's in front of you as 25 Deposition Exhibit-1?</p>
<p>1 STEPHAN 2 other than the figures that are set forth 3 within it? 4 A. Other than the borrower's 5 name, and if I have signing authority for 6 that entity. That is correct. 7 Q. The practice that you've 8 just described for signing summary 9 judgment affidavits is the practice that 10 you use signing all summary judgment 11 affidavits that you handle; is that 12 correct? 13 MR. FLEISCHER: Again, I'm 14 going to object to the form of the 15 question. 16 BY MR. COX: 17 Q. Is that correct? 18 A. The practice that I use for 19 summary judgment affidavits is the same 20 practice that I use for all affidavits. 21 Q. And that's the one that 22 you've just described? 23 A. Yes. 24 Q. Is any part of your 25 compensation at GMAC Mortgage tied to the</p>	<p>63</p> <p>1 STEPHAN 2 A. I do not recall. 3 Q. If a loan has been modified, 4 does that show up in the Fiserv system 5 that you look at? 6 A. When you say "modified," are 7 you stating a loan modification? 8 Q. Yes. 9 A. Yes. 10 Q. Does that show up? 11 A. Yes. 12 Q. If a loan has been modified, 13 is any information put in the summary 14 judgment affidavits that you sign about 15 that? 16 MR. FLEISCHER: Objection. 17 Are you talking about modified, or 18 his term was loan modification. I 19 just want to make sure we're 20 clear. 21 MR. COX: That's fine. 22 BY MR. COX: 23 Q. If there's a loan 24 modification, does information about a 25 loan modification appear in the summary</p>

<p>1 STEPHAN 2 judgment affidavits that you sign? 3 A. I do not know. 4 MS. PITNEY: In all of them, 5 or in this one? 6 MR. COX: In any of them. 7 THE WITNESS: I don't know. 8 BY MR. COX: 9 Q. Based upon your testimony, 10 Mr. Stephan, is it correct that when you 11 sign a summary judgment affidavit, such 12 as Deposition Exhibit-1 that is in front 13 of you, you don't know whether any 14 portion of it is true, other than the 15 paragraph containing the numbers that 16 you just described; is that correct? 17 MS. PITNEY: Object to the 18 form. Tom, are you asking him 19 about this affidavit? 20 MR. COX: Well, he's 21 testified that doesn't recall 22 signing this particular affidavit, 23 so that was not my question. Let 24 me restate it. 25 BY MR. COX:</p>	<p>66</p> <p>1 STEPHAN 2 Q. Is it correct? 3 A. That is correct. 4 Q. And isn't it also correct 5 that you do not check the numbers on 6 every single summary judgment affidavit 7 that you sign? 8 A. That is not correct. 9 Q. You check every single one? 10 A. Yes. 11 Q. How long does it take you, 12 on average, to process the execution of a 13 summary judgment affidavit? 14 MS. PITNEY: Object to the 15 form. 16 MR. COX: Please answer. 17 THE WITNESS: Anywhere from 18 five to 10 minutes, off the top of 19 my head. 20 MR. COX: If we can take a 21 break. I may be done, but we can 22 take a break for five minutes. 23 (Whereupon, a short recess 24 was taken.) 25 BY MR. COX:</p>
<p>1 STEPHAN 2 Q. In your practice of signing 3 summary judgment affidavits, Mr. Stephan, 4 is it correct that they always have a 5 paragraph containing the numbers of the 6 amounts claiming to be due? 7 A. That would be correct. 8 Q. And is it correct that when 9 you sign those affidavits, you don't know 10 whether any other part of the affidavit 11 is true or correct? 12 A. Please advise me. What do 13 you mean by "any other part"?</p> <p>14 Q. Any other paragraph, other 15 than the one containing the numbers. 16 A. I review it for the due 17 date, if that's included in there. 18 Q. So all of them -- 19 A. So that would be the 20 numbers. 21 Q. So other than the due date 22 and the balances due, is it correct that 23 you do not know whether any other part of 24 the affidavit that you sign is true? 25 A. That could be correct.</p>	<p>67</p> <p>1 STEPHAN 2 Q. Mr. Stephan, referring you 3 again to the bottom line on Page 1 of 4 Exhibit-1, it states: I have under my 5 custody and control, the records relating 6 to the mortgage transaction referenced 7 below. 8 It's correct, is it not, 9 that you did not have in your custody any 10 records of GMAC at the time that you 11 signed a summary judgment affidavit? 12 MS. PITNEY: Objection to 13 the form. 14 THE WITNESS: I have the 15 electronic record. I do not have 16 papers. 17 BY MR. COX: 18 Q. You have access to a 19 computer. Is that what you mean? 20 A. Yes. 21 Q. You have no control over 22 that system, do you? 23 MR. FLEISCHER: Objection as 24 to form. 25 BY MR. COX:</p>

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1	STEPHAN	1	I have read the foregoing transcript
2	Q. You have no control over	2	of my deposition given on June 7, 2010,
3	that Fiserv computer system, do you?	3	and it is true, correct and complete, to the
4	A. No, I do not.	4	best of my knowledge, recollection and belief,
5	Q. And someone else within GMAC	5	except for the corrections noted hereon and/or
6	is responsible for ensuring the accuracy	6	list of corrections, if any, attached on a
7	of that system; isn't that correct?	7	separate sheet herewith.
8	A. That would be correct.	8	
9	MR. COX: I have no further	9	
10	questions.	10	
11	MR. FLEISCHER: We're done,	11	JEFFREY STEPHAN
12	Julia, unless you have something	12	
13	to add.	13	
14	MS. PITNEY: No.	14	
15	(Witness excused.)	15	
16	---	16	
17	(Whereupon, the deposition	17	Subscribed and sworn to
18	concluded at 11:45 a.m.)	18	before me this ____ day
19		19	of _____, 2010.
20		20	
21		21	
22		22	
23		23	Notary Public
24		24	
25		25	
	71		73
1		1	
2	INDEX	2	CERTIFICATE
3	Testimony of: Jeffrey Stephan	3	I HEREBY CERTIFY that the witness
4	By Mr. Cox4	4	was duly sworn by me and that the
5		5	deposition is a true record of the
6		6	testimony given by the witness.
7	---	7	
8	EXHIBITS	8	
9	---	9	
10		10	
11	NO. DESCRIPTION PAGE	11	Susan B. Berkowitz, a
12		12	Registered Professional Reporter
13	1 Affidavit 3	13	and Notary Public
14	August 5, 2009	14	Dated: June 9, 2010
15		15	
16		16	
17		17	
18		18	(The foregoing certification
19		19	of this transcript does not apply to any
20		20	reproduction of the same by any means,
21		21	unless under the direct control and/or
22		22	supervision of the certifying
23		23	reporter.)
24		24	
25		25	

19 (Pages 70 to 73)

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Exhibit 3
Deed of Trust

Hillsborough Property

2007-088561

01:24pm 06/08/07 DT Fee: 67.00

Count of pages 21

Recorded in Official Records

County of San Mateo

Warren Slocum

Assessor-County Clerk-Recorder



* 2 0 0 7 0 0 6 8 5 6 1 A R *

RECORD AND RETURN TO:
MORTGAGEIT, INC.
1350 DEMING WAY, 3RD FLOOR
MIDDLETON, WI 53562

Recording Requested By:
MORTGAGEIT, INC.
1855 GATEWAY BLVD. SUITE 650
CONCORD, CALIFORNIA 94520

This Document Was Prepared By:
DERRICK BAUTISTA
MORTGAGEIT
1855 GATEWAY BLVD., #650
CONCORD, CA 94520

9585875
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40761137
MIN: 100112065738048632

DEED OF TRUST

2/1/02

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JUNE 4, 2007 together with all Riders to this document.

(B) "Borrower" is
FERMIN ANIEL AND ERLINDA ANIEL, HUSBAND AND WIFE AND MARC JASON ANIEL, A SINGLE MAN, ALL AS JOINT TENANTS

Borrower is the trustee under this Security Instrument.

(C) "Lender" is
MORTGAGEIT, INC.

Lender is a CORPORATION

organized and existing under the laws of NEW YORK
CALIFORNIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT (MERS)
CA71:07/01
(Page 1)

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Lender's address is
33 MAIDEN LANE, 6TH FLOOR, NEW YORK, NEW YORK 10038

(D) "Trustee" is
FIDELITY NATIONAL TITLE

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting as a nominee for Lender and Lender's successors and assigns in the ordinary course of business. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, Michigan 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated **JUNE 4, 2007**

The Note states that Borrower owes Lender

TWO MILLION AND NO / 100

Dollars (U.S. \$ **2,000,000.00**) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JULY 01, 2037**

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are not executed by Borrower [check box as applicable]:

Adjustable Rate Rider Condominium Rider Second Home Rider
 Balloon Rider Planned Unit Development Rider Biweekly Payment Rider
 1-4 Family Rider
 Other(s) [specify] _____

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As

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used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as a nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **COUNTY**

of ***SAN MATEO**

(Type of Recording Jurisdiction)

[Name of Recording Jurisdiction]

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF. 038-352-040

which currently has the address of **75 TOBIN CLARK DRIVE**

HILLSBOROUGH 060326 06674

, California

94010

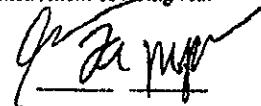
[Street]
[City]

("Property Address"):
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all assessments, apportionments, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the property, as granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the above described property and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.



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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note, prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

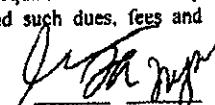
Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current without waiver of any rights, hereunder or otherwise, to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and



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assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges-Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such



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proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

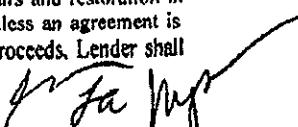
Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Note up to the amount of the outstanding loan balance.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property. If the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall



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not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

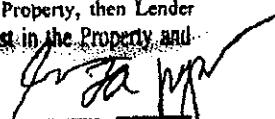
6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall ~~concurrently maintain the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.~~

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and



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rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender required) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that

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derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to, and shall be paid to Lender.

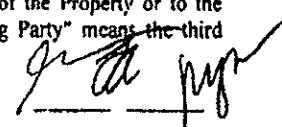
If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third



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party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

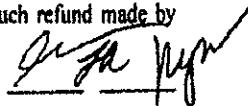
12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"); (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by



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direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

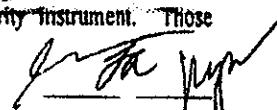
17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those



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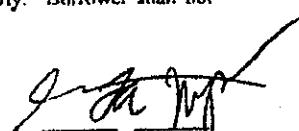
conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information NSPPA requires in connection with a notice of transfer of services. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions, pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereo a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not



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do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of a default and notice of Borrower's election to cure the default, if any. Trustee shall cause this notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. Trustee shall give public notice of sale to other persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at a public auction to the highest bidder at the time and place and under the terms designated in the notice of sale (one or more parcels and in any order Trustee determines). Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The capital in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the persons or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and Deed.

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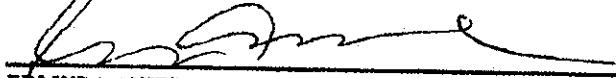
evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Lender may charge such person or persons a reasonable fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law. If the fee charged does not exceed the fee set by Applicable Law, the fee is conclusively presumed to be reasonable.

24. Substitute Trustee. Lender, at its option, may from time to time appoint a successor trustee to any Trustee appointed hereunder by an instrument executed and acknowledged by Lender and recorded in the office of the Recorder of the county in which the Property is located. The instrument shall contain the name of the original Lender, Trustee and Borrower, the book and page where this Security Instrument is recorded and the name and address of the successor trustee. Without conveyance of the Property, the successor trustee shall succeed to all the title, powers, and duties conferred upon the Trustee herein and by Applicable Law. This procedure for substitution of trustee shall govern to the exclusion of all other provisions for substitution.

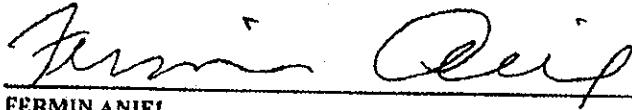
25. Statement of Obligation Fee. Lender may collect a fee not to exceed the maximum amount permitted by Applicable Law for furnishing the statement of obligation as provided by section 2943 of the Civil Code of California.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

BORROWERS:


ERLINDA ANIEL

(Seal)
- Borrower


FERMIN ANIEL

(Seal)
- Borrower


MARCAJASON ANIEL

(Seal)
- Borrower



(Seal)
- Borrower



(Seal)
- Borrower



(Seal)
- Borrower

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(Space Below This Line for Acknowledgment)

STATE OF CALIFORNIA

COUNTY OF San Mateo

On June 4, 2007 before me, Carolyn Chan, Notary Public
personally appeared **ERLINDA ANIEL AND FERMIN ANIEL AND MARC JASON ANIEL**,

personally known to me/ or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Carolyn Chan

(Seal)

CA85 : 02/03

(Page 15)

Exhibit 4
Assignment of the Deed of Trust in 2011

Hillsborough Property

RECORDING REQUESTED BY
FIRST AMERICAN TITLE COMPANY
AS AN ACCOMMODATION ONLY

Requested and Prepared by:
ETS Services, LLC

When Recorded Mail To:
ETS Services, LLC
2255 North Ontario Street, Suite 400
Burbank, California 91504-3120

3879875
Loan No.: 0713288492
TS NO: GM-164602-C

2011-016800

11:18 am 02/08/11 AT Fee: 15.00

Count of Pages 1

Recorded In Official Records

County of San Mateo

Mark Church

Assessor-County Clerk-Recorder



* R 0 0 0 1 1 3 5 6 8 7 *

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to:

GMAC MORTGAGE, LLC FKA GMAC MORTGAGE CORPORATION

all beneficial interest under that certain Deed of Trust dated: 6/4/2007 executed by FERMIN ANIEL AND ERLINDA ANIEL, HUSBAND AND WIFE AND MARC JASON ANIEL, A SINGLE MAN, ALL AS JOINT TENANTS, as Trustor(s), to FIDELITY NATIONAL TITLE, as Trustee, and recorded as Instrument No. 2007-088581, on 8/8/2007, in Book XX, Page XX of Official Records, in the office of the County Recorder of San Mateo County, California together with the Promissory Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

DATE: February 1, 2011

HSBC Bank USA, National Association as Trustee
for DALT2007-0A5

Mira Smoot
Authorized Officer

State of Pennsylvania } ss.
County of Montgomery }

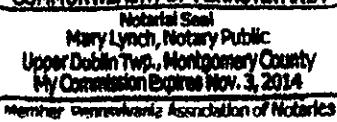
On FEB 1 2011 before me, Mary Lynch Notary Public, personally
appeared Mira Smoot who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and
that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

I certify under penalty of perjury under the laws of the State of Pennsylvania that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mary Lynch (Seal)

COMMONWEALTH OF PENNSYLVANIA



Member Pennsylvania Association of Notaries